



PROPERTY LINE ADJUSTMENT

SUBMIT TO COOS COUNTY PLANNING DEPT. AT 225 N. ADAMS STREET OR MAIL TO: COOS COUNTY PLANNING 250 N. BAXTER, COQUILLE OR 97423. EMAIL PLANNING@CO.COOS.OR.US PHONE: 541-396-7770

FILE NUMBER: PLA-23-001

Date Received: 1/4/23 Receipt #: 239802 Received by: JMB
This application shall be filled out electronically. If you need assistance please contact staff. If the fee is not included the application will not be processed. (If payment is received on line a file number is required prior to submittal)

LAND INFORMATION

A. Land Owner(s) William Elliott
Mailing address: 580 Taney Street, Eugene, OR 97402
Phone: (541) 556-3349 Email: bill.elliott.broker@gmail.com
Township: 23S Range: 12W Section: 4 1/4 Section: D 1/16 Section: Select Tax lot: 500
Tax Account Number(s): 7738400 Zone: Select Zone Rural Residential-2 (RR-2)
Acreage Prior to Adjustment: 2.14 Acreage After the Adjustment 2.14

B. Land Owner(s) Tomas and Colleen Elliot
Mailing address: 4020 SW Brooklane Drive, Corvallis, OR 97333
Phone: (541) 602-2583 Email: tcelliot2@comcast.net
Township: 23S Range: 12W Section: 4 1/4 Section: D 1/16 Section: Select Tax lot: 400
Tax Account Number(s) 7738300 Zone Rural Residential-2 (RR-2)
Acreage Prior to Adjustment: 2.21 Acreage After the Adjustment 2.21

C. Surveyor Stephan Stys
Mailing Address PO Box 778, Coos Bay, OR 97420
Phone #: 541-294-6915 Email: estabrooksurveying@gmail.com

Any property information may be obtained from a tax statement or can be found on the County Assessor's webpage at the following links: Map Information Or Account Information

Please check off that all the required documents have been submitted with the application. Failure to submit documents will result in an incomplete application or denial.

Purpose of the Property Line Adjustment:

Land owner A's house and yard encroaches onto land owner B's property. They would like to adjust the boundary so that the house and yard are no longer encroaching and there is a net 0 exchange of land.

A before and after vicinity map locating the proposed line adjustment or elimination in relocation to adjacent subdivisions, partitions, other units of land and roadways.

- A plot plan showing the existing boundary lines of the lots or parcels affected by the line adjustment and the approximate location for the proposed adjustment line. The plot plan needs reflect structures as follows:
1. Within Farm and Forest at least within 30 feet of the property boundaries.
 2. Within Rural Residential at least 10 feet of the property boundaries.
 3. Within Controlled Development at least within 20 feet of the boundaries.
 4. Within Estuary Zones at least within 10 feet of the boundaries.
 5. Within Commercial and Industrial within 10 feet of the boundaries.

If there is no development within distance listed above the plan needs to indicate not development within the required distance.

A current property report (less than 6 months old) indicating any taxes, assessment or liens against the property, easements, restrictive covenants and rights-of-way, and ownerships of the property. A title report is acceptable. ***This shall be for both properties.*** At the minimum a deed showing the current lien holders, reference to easements, covenants and ownership will be accepted for both properties. A notice will be provided to any lien holder as part of this process.

Please list all Lien Holders names and addresses:

Property 1: None.

Property 2: None.

Please answer the following:

Will the adjustment create an additional Unit of land? Yes No

Does property 1 currently meet the minimum parcel/lot size ? Yes No

Does property 2 currently meet the mimimum parcel/lot size? Yes No

Was property one created through a land division? Yes No

Was property two created through a land division? Yes No

Are there structures on the property? Yes No

If there are structures please provide how far they are in feet from the adjusted boundary line:

Is there a sanitation system on the one or both properties, if so, please indicate the type of system
Yes No
Onsite Septic System Public Sewer

Is property one going to result in less than an acre and contain a dwelling? Yes No

Is property two going to result in less than an acre and contain a dwelling? Yes No

Is one or both properties zoned Exclusive Farm Use or Forest? Yes No

Will the property cross zone boundaries? If so, a variance request will be required. Yes No

Will the property line adjustment change the access point? Yes No

Acknowledgment Statement: I hereby declare that I am the legal owner of record or an agent having consent of the legal owner of record and I am authorized to obtain land use approvals. The statements within this form and submittal information provided are true and correct to the best of my knowledge and belief. I understand that any authorization for land use approval may be revoked if it is determined that it was issued based on false statements, misrepresentation or in error.

Property Owner Signatures

X [Signature] 12/21/2022
X [Signature]

Section 5.0.150 Application Requirements:

Applications for development (includes land divisions and relocation of property boundary) or land use actions shall be filled on forms prescribed by the County and shall include sufficient information and evidence necessary to demonstrate compliance with the applicable criteria and standards of this ordinance and be accompanied by the appropriate fee.

PROPERTY LINE ADJUSTMENT LOCATED IN LOTS 3 & 4 OF
 THE PLAT OF GOLDEN POND ESTATES SUBDIVISION IN THE SE 1/4 OF
 SECTION 4, TOWNSHIP 23 SOUTH, RANGE 12 WEST, W.M., COOS COUNTY, OREGON.

COOS COUNTY SURVEYOR

DATE RECEIVED _____

DATE ACCEPTED/FILED: _____

COOS COUNTY SURVEYOR

PLANNING FILE NO.: PLA-77-177

SURVEY FOR: BILL ELLIOTT
 580 TAHNEY STREET
 EUGENE, OR 97402

SURVEY BY: ESTABROOK LAND SURVEYING INC.
 PO BOX 778
 COOS BAY, OR 97420



SCALE 1" = 20'

NARRATIVE

THE PURPOSE OF THIS PROPERTY LINE ADJUSTMENT WAS TO ADJUST THE BOUNDARY BETWEEN THE UNITS OF LAND DESCRIBED IN COOS COUNTY RECORD DEED INSTRUMENT NUMBER 96 05 0134 AND 96 05 0133 TO BRING IMPROVEMENTS WITHIN THE NEW PROPERTY LINES.

THE PROCEDURE WAS TO LOCATE AND THE RECORD MONUMENTS PER THE PLAT OF GOLDEN POND ESTATES SUBDIVISION, I THEN SET MONUMENTS TO MOVE THE PROPERTY LINE SO THAT THE OWNERS RESPECTIVE IMPROVEMENTS WERE WITHIN THE NEW BOUNDARY.

EQUIPMENT USED WAS A NIKON DTM 522 TOTAL STATION WITH TDS RANGER DATA COLLECTOR.
 ASSISTING PERSONNEL WERE PATRICK COY AND CEDAR PATRIZIO.

BASIS OF BEARING

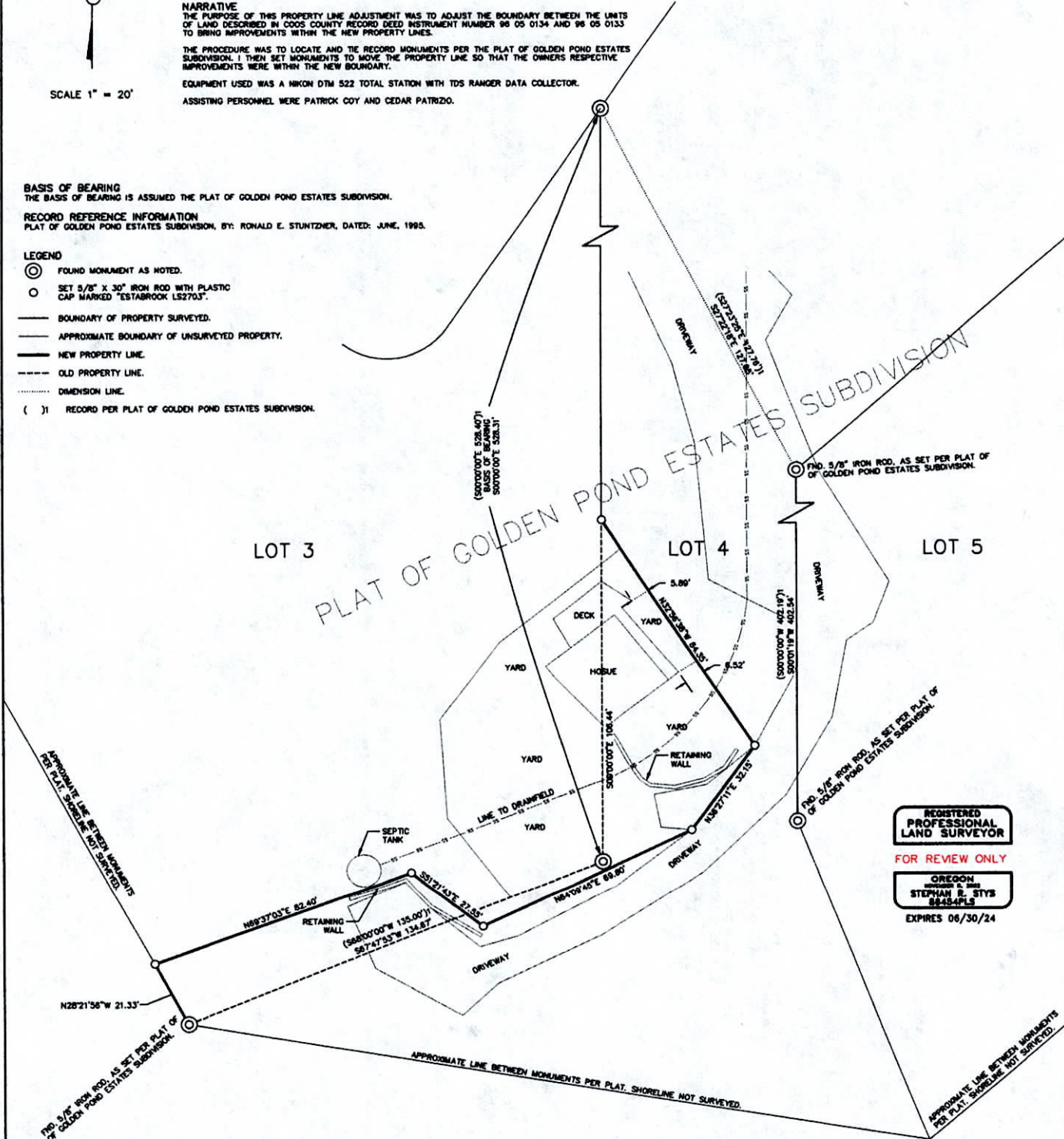
THE BASIS OF BEARING IS ASSUMED THE PLAT OF GOLDEN POND ESTATES SUBDIVISION.

RECORD REFERENCE INFORMATION

PLAT OF GOLDEN POND ESTATES SUBDIVISION, BY: RONALD E. STUNTZNER, DATED: JUNE, 1985.

LEGEND

- ⊙ FOUND MONUMENT AS NOTED.
- SET 5/8" X 30" IRON ROD WITH PLASTIC CAP MARKED "ESTABROOK LS2703".
- BOUNDARY OF PROPERTY SURVEYED.
- - - APPROXIMATE BOUNDARY OF UNSURVEYED PROPERTY.
- NEW PROPERTY LINE.
- - - OLD PROPERTY LINE.
- DIMENSION LINE.
- () RECORD PER PLAT OF GOLDEN POND ESTATES SUBDIVISION.



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

FOR REVIEW ONLY

OREGON
 REGISTERED & ISSUED
 STEPHAN R. STYS
 8848-PLS
 EXPIRES 06/30/24

DRAWN BY:	SRS	DATE:	12/19/2022
CHECKED BY:	JLE	DRAWING NO.:	ELLIOTT
JOB NO.:	2022-102	SHEET	1 of 1

PROPERTY LINE ADJUSTMENT LOCATED IN LOTS 3 & 4 OF
THE PLAT OF GOLDEN POND ESTATES SUBDIVISION IN THE SE 1/4 OF
SECTION 4, TOWNSHIP 23 SOUTH, RANGE 12 WEST, W.M., COOS COUNTY, OREGON.

COOS COUNTY SURVEYOR

DATE RECEIVED _____

DATE ACCEPTED/FILED: _____

COOS COUNTY SURVEYOR

PLANNING FILE NO.: PLA-17-177

SURVEY FOR: BILL ELLIOTT
580 TANEY STREET
EUGENE, OR 97402

SURVEY BY: ESTABROOK LAND SURVEYING INC.
PO BOX 778
COOS BAY, OR 97420

NARRATIVE
THE PURPOSE OF THIS PROPERTY LINE ADJUSTMENT WAS TO ADJUST THE BOUNDARY BETWEEN THE UNITS OF LAND DESCRIBED IN COOS COUNTY RECORD DEED INSTRUMENT NUMBER 96 05 0134 AND 96 05 0133 TO BRING IMPROVEMENTS WITHIN THE NEW PROPERTY LINES.

THE PROCEDURE WAS TO LOCATE AND THE RECORD MONUMENTS PER THE PLAT OF GOLDEN POND ESTATES SUBDIVISION. I THEN SET MONUMENTS TO MOVE THE PROPERTY LINE SO THAT THE OWNERS RESPECTIVE IMPROVEMENTS WERE WITHIN THE NEW BOUNDARY.

EQUIPMENT USED WAS A NIKON DTM 522 TOTAL STATION WITH TDS RANGER DATA COLLECTOR.
ASSISTING PERSONNEL WERE PATRICK COY AND CEDAR PATRIZIO.

SCALE 1" = 20'

BASIS OF BEARING

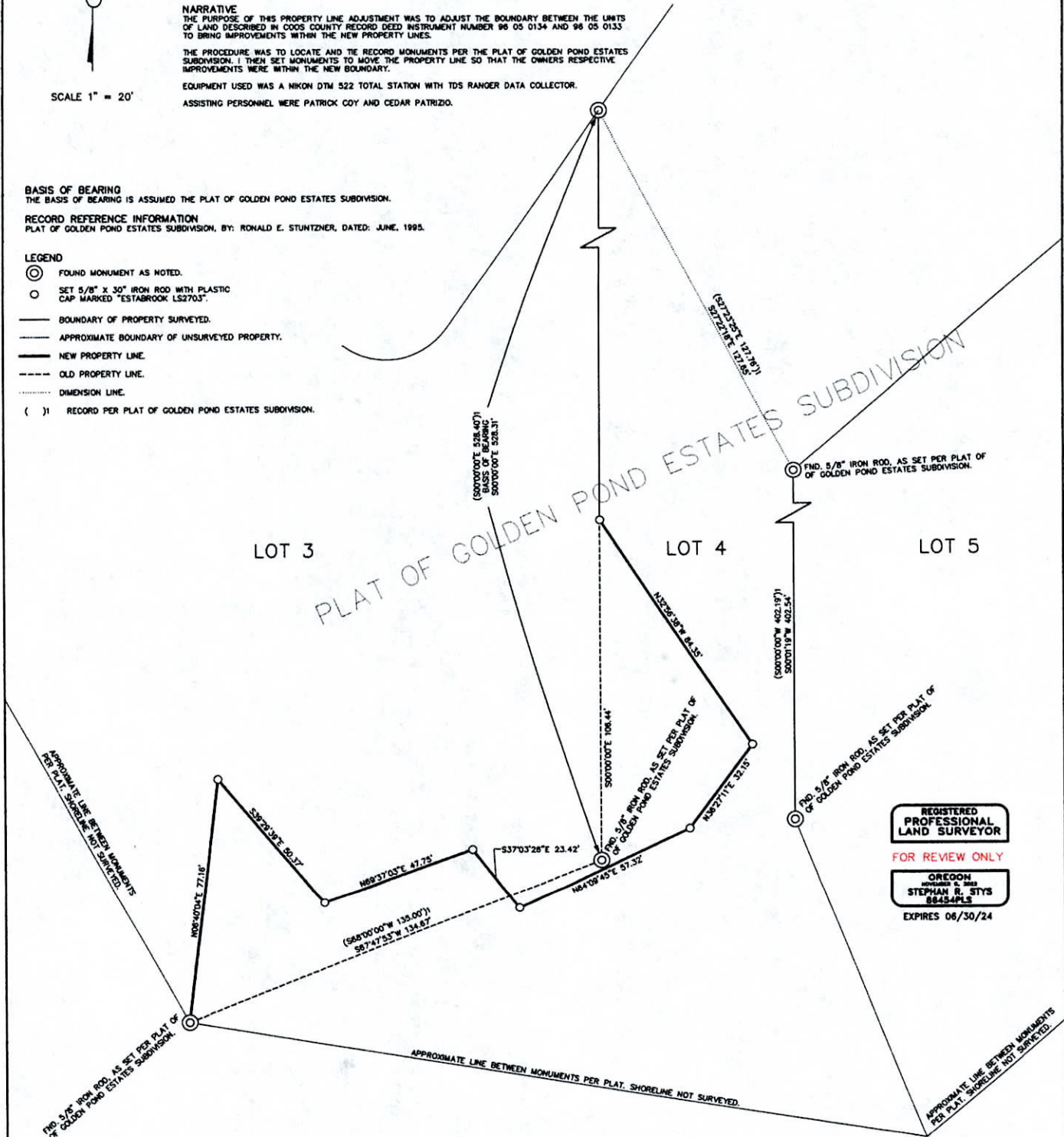
THE BASIS OF BEARING IS ASSUMED THE PLAT OF GOLDEN POND ESTATES SUBDIVISION.

RECORD REFERENCE INFORMATION

PLAT OF GOLDEN POND ESTATES SUBDIVISION, BY: RONALD E. STUNTZNER, DATED: JUNE, 1995.

LEGEND

- ⊙ FOUND MONUMENT AS NOTED.
- SET 5/8" X 30" IRON ROD WITH PLASTIC CAP MARKED "ESTABROOK LS2703".
- BOUNDARY OF PROPERTY SURVEYED.
- - - APPROXIMATE BOUNDARY OF UNSURVEYED PROPERTY.
- NEW PROPERTY LINE.
- - - OLD PROPERTY LINE.
- DIMENSION LINE.
- () RECORD PER PLAT OF GOLDEN POND ESTATES SUBDIVISION.



REGISTERED
PROFESSIONAL
LAND SURVEYOR

FOR REVIEW ONLY

OREGON
REGISTERED & SEALED
STEPHAN R. STYS
8843-PL3
EXPIRES 06/30/24

DRAWN BY:	SRS	DATE:	12/19/2022
CHECKED BY:	JLE	DRAWING NO.:	ELLIOTT
JOB NO.:	2022-102	SHEET	1 of 1



201 Central Avenue
(541)269-5127

OWNERSHIP AND ENCUMBRANCES REPORT WITH GENERAL INDEX LIENS
Informational Report of Ownership and Monetary and Non-Monetary Encumbrances

To ("Customer"): Tom Elliott
4020 SW Brooklane Drive
Corvallis, OR 97333

Customer Ref.: _____
Order No.: 360622041556
Effective Date: December 12, 2022 at 08:00 AM
Charge: \$600.00

The information contained in this report is furnished by Ticor Title Company of Oregon (the "Company") as a real property information service based on the records and indices maintained by the Company for the county identified below. THIS IS NOT TITLE INSURANCE OR A PRELIMINARY TITLE REPORT FOR, OR COMMITMENT FOR, TITLE INSURANCE. No examination has been made of the title to the herein described property, other than as specifically set forth herein. Liability for any loss arising from errors and/or omissions is limited to the lesser of the charge or the actual loss, and the Company will have no greater liability by reason of this report. THIS REPORT IS SUBJECT TO THE LIMITATIONS OF LIABILITY STATED BELOW, WHICH LIMITATIONS OF LIABILITY ARE A PART OF THIS REPORT.

THIS REPORT INCLUDES MONETARY AND NON-MONETARY ENCUMBRANCES.

Part One - Ownership and Property Description

Owner. The apparent vested owner of property ("the Property") as of the Effective Date is:

Thomas E. Elliott and Colleen L. Elliott, Trustees of the Elliott Family Trust dated March 23, 2021, as to Parcel 1; and William J. Elliott, as to Parcel 2

Premises. The Property is:

(a) Street Address:

1234 & 1236 N Tenmile Lake, Lakeside, OR 97449

(b) Legal Description:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Part Two - Encumbrances

Encumbrances. As of the Effective Date, the Property appears subject to the following monetary and non-monetary encumbrances of record, not necessarily listed in order of priority, including liens specific to the subject property and general index liens (liens that are not property specific but affect any real property of the named person in the same county):

EXCEPTIONS

1. Notwithstanding the insuring clauses of the policy, the company does not insure against loss or damage by reason of a lack of a right of access to and from the land.
2. Any adverse claim based on the assertion that any portion of the subject land has been removed from or brought within the subject land's boundaries by the process of accretion or reliction or any change in the location of Tenmile Lake.

Any adverse claim based on the assertion that any portion of the subject land has been created by artificial means or has accreted to such portions so created, or based on the provisions of ORS 274.905 through 274.940.

Any adverse claim based on the assertion that any portion of the subject land is now or at any time has been below the ordinary high water line of Tenmile Lake.

Rights of fishing, navigation, commerce, flood control, propagation of anadromous fish, and recreation, and other rights of the public, Indian tribes or governmental bodies in and to the waters of Tenmile Lake.

3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Sixes River Logging Co., a co-partnership consisting of C. Loal Smith and Clarence Jensen
Recording Date: May 24, 1965
Recording No: [Book 317, Page 392](#)
4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: North Lake Estates
Recording Date: January 21, 1975
[Recording No: 75-01-108978](#) Microfilm
5. Memorandum of Agreement including the terms and provisions thereof,

Recording Date: June 17, 1977
[Recording No: 77-06-9639](#) Microfilm
Between: Werner E. Erickson, Emil B. Erickson and Miriam M. Wright
And: Bohemia, Inc., an Oregon corporation
6. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: June 22, 1995
[Recording No: 95-06-0741](#) Microfilm

7. Terms, provisions and conditions, including, but not limited to, maintenance provisions, and a covenant to share the costs of maintenance, contained in Easement

Recording Date: June 22, 1995
Recording No.: 95-06-0742 Microfilm

8. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: November 24, 1995
Recording No.: 95-11-0827 Microfilm

Amendment(s)/Modification(s) of said covenants, conditions and restrictions

Recording Date: January 20, 2004
Recording No.: 2004-736

9. Terms, provisions and conditions, including, but not limited to, maintenance provisions, and a covenant to share the costs of maintenance, contained in Septic Easement

Recording Date: October 2, 1996
Recording No.: 96-10-0100 Microfilm

10. Terms, provisions and conditions, including, but not limited to, maintenance provisions, and a covenant to share the costs of maintenance, contained in Septic Easement

Recording Date: October 2, 1996
Recording No.: 96-10-0101 Microfilm
(Affects Parcel 1)

11. Easements, conditions, restrictions and notes as delineated on the recorded plat.

12. Terms, provisions and conditions, including, but not limited to, maintenance provisions, and a covenant to share the costs of maintenance, contained in Easement Agreement

Recording Date: July 9, 2015
Recording No.: 2015-06167
(Affects Parcel 2)

Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2022-2023
Amount: \$1,935.73
Levy Code: 1304
Account No.: 7738300
Map No.: 23S1204D0 00400
(Parcel 1)

Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2022-2023
Amount: \$1,612.03

Ticor Title Company of Oregon
Order No. 360622041556

Levy Code: 1304
Account No.: 7738400
Map No.: 23S1204D0 00500
(Parcel 2)

Please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

End of Reported Information

There will be additional charges for additional information or copies. For questions or additional requests, contact:

Coos Bay Title

coosbaytitle@ticortitle.com

Ticor Title Company of Oregon
201 Central Avenue
Coos Bay, OR 97420

EXHIBIT "A"
Legal Description

Parcel 1:

Lot 4, GOLDEN POND ESTATES SUBDIVISION, Coos County, Oregon.

Parcel 2:

Lot 3, GOLDEN POND ESTATES SUBDIVISION, Coos County, Oregon.

LIMITATIONS OF LIABILITY

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REQUESTED REPORT, HEREIN "THE REPORT." CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

ONLY MATTERS IDENTIFIED IN THIS REPORT AS THE SUBJECT OF THE REPORT ARE WITHIN ITS SCOPE. ALL OTHER MATTERS ARE OUTSIDE THE SCOPE OF THE REPORT.

CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.

CUSTOMER AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE CUSTOMER IS PAYING, WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE CUSTOMER WITHOUT SAID TERM. CUSTOMER RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTY AS TO THE REPORT, ASSUMES NO DUTIES TO CUSTOMER, DOES NOT INTEND FOR CUSTOMER TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

IF CUSTOMER (A) HAS OR WILL HAVE AN INSURABLE INTEREST IN THE SUBJECT REAL PROPERTY, (B) DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND (C) DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, THEN CUSTOMER MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCT OR SERVICE PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

CUSTOMER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

END OF THE LIMITATIONS OF LIABILITY